

**CALHOUN COUNTY  
REQUEST FOR PROPOSAL  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269) 781-0981**

ISSUE DATE: **MONDAY, MARCH 5, 2012**

DUE DATE: **WEDNESDAY, MARCH 28, 2012**

PROJECT: **CORRECTIONAL SUPPLIES - RFP#104-12**

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

1.1 **PROPOSAL SUBMISSION:**

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

**CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068**

All proposals received shall be notated as such on the outside of the envelope:

BID: **CORRECTIONAL SUPPLIES - RFP#104-12**

DUE DATE: **WEDNESDAY, MARCH 28, 2012; 3:00 p.m. (Local time)**

## 1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

## 1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

- 1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

- 1.3.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_

All of the members of which are as follows:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

- 1.3.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

## 1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.

1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

#### 1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

#### 1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

#### 1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

#### 1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 300,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 300,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)."
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

#### 1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

#### 1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a bid, the prospective contractor certifies that in connection with the bid:

- 1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid.
- 1.11.4 Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

#### 1.12 DISCLOSURE

- 1.12.1 All information in bids received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
- 1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

### 1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for award. In the event only one bid is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose bid is most advantageous to the County.

### 1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

### 1.15 AWARD OF CONTRACTS

**UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.15.3 The County reserves the right to postpone the bid opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for proposal.

1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

#### 1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

#### 1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

#### 1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

#### 1.22 LENGTH OF CONTRACT

The term of the contract shall be for a **three year** period, commencing on **May 6, 2012** and terminating on **May 5, 2015**. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.



### 1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

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### 1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

## **PART II - GENERAL PROVISIONS**

### **2.1 SUBMISSION OF PROPOSALS**

- 2.1.1 One original and **three (3)** copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of this RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

### **2.2 PREPARATION OF PROPOSALS**

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

### **2.3 ACCEPTANCE OF RFP CONTENT**

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

## 2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via E-MAIL/FAX by **MONDAY, MARCH 12, 2012**. All questions and answers will be transmitted via E-MAIL/FAX to all potential bidders by **WEDNESDAY, MARCH 14, 2012**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office  
Attention: Leslie R. Obrig  
Purchasing Division  
315 West Green Street  
Marshall, Michigan 49068  
FAX (269) 781-0140  
Email: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

## 2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.** To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date. Please submit *one original and three (3) copies* of bid to the Calhoun County Administration Office, Purchasing Division, 315 West Green Street, Marshall, Michigan, 49068 on the date and time specified on page one.

## 2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be [www.time.gov](http://www.time.gov).

### **LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED**

## 2.7 ALTERNATE PROPOSAL

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

## 2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid documents.

## **PART III - TECHNICAL SPECIFICATIONS**

### **3.1 INTRODUCTION TO SCOPE OF WORK**

Calhoun County Correctional Facility is seeking proposals for Correctional Supplies. The County estimates approximately \$60,000 in purchases within the term of this contract. The most responsive proposal will be one that provides the County with correctional supplies, while incorporating efficiencies of purchasing, internet ordering, informational reports, and expanded services, in addition to consolidated cost savings. **The length of the proposed contract will be for three (3) years.**

### **3.2 SCOPE OF WORK REQUIREMENTS**

\_\_\_\_\_The most responsive proposal shall include the following requirements:

#### **3.2.1. Pricing System**

- 3.2.1.1 Attachment D and Attachment E (sheets E1-E4) have been developed for the purpose of establishing correctional supplies pricing. All items listed in Attachment D and Attachment E (sheets E1-E4) will reflect firm fixed pricing for the first year of the contract (Through May 6, 2013). For price changes after May 6, 2013, reference section 3.2.1.5 for clarification.
- 3.2.1.2 Attachment D and Attachment E (sheets E1-E4) quantities are based on the annual quantities purchased in previous years. The County anticipates that similar amounts will be required during the period of this agreement.
- 3.2.1.3 The item quantities listed on these pricing sheets are given only as a guideline for preparing your proposal and should not be construed as representing actual quantities to be purchased. Quantities are estimated.
- 3.2.1.4 Price adjustments shall be based upon the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics, "Apparel, for All Urban Consumers, for United States City Average" index.
- 3.2.1.5 A price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year months index. All calculations will be carried to two places only, with rounding to the next digit. Increases shall not exceed five percent (5%) annually from one adjustment period to the next.

EXAMPLE: \$0.85 = Current Price  
140.01 = Current Index (Anniversary Month)  
136.5 = 1st year Index (Anniversary Month)

$$140.1 \div 136.5 = 1.03 \times \$0.85 = \$0.88$$

\$0.88 = New Cost

- 3.2.1.6 This formula shall be the basis for determining an increase or decrease in supplies. Suppliers who experience County prices which are below the suppliers cost for an individual item per Attachment D and Attachment E (sheets E1-E4), may petition the Purchasing Department for relief with the proper supporting documentation.

### 3.2.2 Product Quality

- 3.2.2.1 Proposals should include information on any items bid which are substantially different than those requested, particularly variances in unit quality, packaging, quality grades, weight, functionality, features, comparability, or recycled versus virgin product. The County shall reserve the right to make the final determination as to the comparability and consistency of individual items bid in response to this RFP.
- 3.2.2.2 Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. When providing alternate items you must indicate that the item you are bidding is an alternate and provide a full description of the item.
- 3.2.2.3 The sample products to be provided by vendor are listed in section 3.4.2.1. These samples are being requested for comparison purposes. Additional samples from Attachment D and Attachment E (sheets E1-E4) *may* be requested by the County.

### 3.2.3 Customer Service

- 3.2.3.1 Personnel Commitment by Vendor

- 3.2.3.1.1 Account representative available to call upon the County when problems occur.
- 3.2.3.1.2 Vendor should be available for semi-annual meetings with County Purchasing Department.
- 3.2.3.1.3 Vendor shall make available, an inside contact person, familiar with the County account.
- 3.2.3.2 Ordering Procedure
  - 3.2.3.2.1 Customer Order form provided by vendor and customized for County.
  - 3.2.3.2.2 Order system facilitated by e-mail, facsimile or telephone.
  - 3.2.3.2.3 Availability of special orders.
  - 3.2.3.2.4 County must be notified of any foreseen delays in receiving order.
  - 3.2.3.2.5 Unauthorized substitutions of ordered merchandise will not be accepted without the prior approval of the ordering department.
- 3.2.3.3 Billing
  - 3.2.3.3.1 The County shall receive one statement for each month which includes the itemized purchases for that month. The provider and the County shall determine a mutually agreed upon schedule for receipt of vendor issued monthly statements and payment.
  - 3.2.3.3.2 All correctional supplies will be purchased under one contract.
  - 3.2.3.3.3 Standard payment terms, net 30 days unless mutually agreed upon payment terms and negotiated.
  - 3.2.3.3.4 The County is currently implementing a procurement card program, by which vendors will benefit from expedited payment, upon receipt of an invoice. Please indicate in your proposal response your ability to participate in this payment process.
- 3.2.3.4 Reporting Capabilities
  - 3.2.3.4.1 Usage reports for individual products upon request.
  - 3.2.3.4.2 Other reports may be requested within the supplier's current reporting system capability.

### 3.2.4 Delivery

3.2.4.1 Vendor will provide delivery to:

**Justice Center Complex  
161 East Michigan Ave  
Battle Creek, MI 49014-4066**

**Juvenile Home  
14555 18 ½ Mile Rd.  
Marshall, MI 49068**

3.2.4.2 The most responsive proposal would include deliveries at no additional cost to the County. Include with your proposal any delivery charges or minimum delivery amounts required.

3.2.4.3 All deliveries shall have a packing slip attached.

### 3.2.5 Return Policy

3.2.5.1 100% credit on unused products in original packages, which were purchased within the last 30 days.

3.2.5.2 Defective products should be handled in an appropriate manner depending on the particular circumstances.

3.2.5.3 Credit slips shall be issued on all returned items. The County requests an authorized return policy or procedure, which can be mutually agreed upon by the County and the provider.

## 3.3 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this request for proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

3.3.1 Price

3.3.2 Product Selection & Quality

3.3.3 Customer Service ( staff, ordering procedure, billing, reporting capabilities)

3.3.4 Delivery

3.3.5 Return Policy



### 3.4 CONTENTS OF PROPOSAL

Proposals shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for proposal. **Vendor proposals should include the following :**

#### 3.4.1 Pricing

- 3.4.1.1 Complete Attachment D and Attachment E (sheets E1-E4).
- 3.4.1.2 All items listed on Attachment D and Attachment E (sheets E1-E4) are to reflect firm fixed pricing for the first year of the contract.

#### 3.4.2 Product Quality

- 3.4.2.1 Samples are to be provided as follows:  
**Attachment D** - 1 each:  
Razor; blanket; towel; washcloth; sandal.  
**Attachment E** - 1 each:  
T-shirt; 1 pr shorts; sweatshirt; sock; 1 pr briefs; blanket; towel;  
washcloth; toothbrush.  
Samples provided must be a sample of the item being bid on Attachment D and Attachment E (sheets E1-E4), and will be provided to Calhoun County if selected.
- 3.4.2.2 Indicate and provide a full description of any alternate items which are substantially different than those requested, particularly variances in unit quality, packaging, quality grades, weight, functionality, features, comparability.

#### 3.4.3 Customer Service

- 3.4.3.1 Personnel Commitment by Vendor
  - 3.4.3.1.1 Description of firm.
  - 3.4.3.1.2 Provide qualifications of key personnel assigned to the County account.
  - 3.4.3.1.3 Provide references of similar entities which the vendor is currently providing inmate supplies, including contact names and phone numbers.

3.4.3.2 Ordering Procedure

- 3.4.3.2.1 Provide a sample order form.
- 3.4.3.2.2 Describe your ordering system facilitated by e-mail, facsimile or telephone.
- 3.4.3.2.3 Describe your procedure for the ordering of special items.
- 3.4.3.2.4 Provide your procedure for handling unforeseen delays in shipments.

3.4.3.3 Billing

- 3.4.3.3.1 Provide a similar monthly statement sample.
- 3.4.3.3.2 Standard payment terms if other than net 30 days.

3.4.3.4 Reporting Capabilities

Provide similar sample reports that you would provide to the County upon request.

3.4.4 Delivery

- 3.4.4.1 Provide a description of your firm's delivery service capabilities in relation to the County's location.
- 3.4.4.2 List delivery cost and billing of delivery cost if your bid indicates that the County is responsible for delivery cost.
- 3.4.4.3 Provide any minimum delivery amounts if required.
- 3.4.4.4 Provide a sample packing slip.

3.4.5 Return Policy

- 3.4.5.1 Provide a return policy or procedure for returning merchandise.
- 3.4.5.2 Provide detail on the handling of credits for items returned.
- 3.4.5.3 Explain how you handle returns of defective products.

3.5 ATTACHMENTS

The following attachments shall be completed and submitted with proposal response:

3.5.1 Non-Collusion Affidavit (*Attachment A; pg. 20*)

3.5.2 Certificate of Authorization for Contract Execution (*Attachment B; pg. 21*)

3.5.3 Contract (*Attachment C; pgs. 22 & 23*)

3.5.4 Proposed Price Sheet (*Attachment D and Attachment E (sheets E1-E4)*)

Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.**

***ATTACHMENT A***

**NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

***ATTACHMENT B***

**CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
(Official Corporate Title )

the corporation named contractor herein: that \_\_\_\_\_ who signed the  
foregoing proposal on behalf of said corporation was then \_\_\_\_\_ of said  
corporation; that said proposal was duly signed for on behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

## ATTACHMENT C

### CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ Day of \_\_\_\_, 2012 ,  
by and between the County Of Calhoun, Michigan, (hereinafter called the “County”)  
and \_\_\_\_\_, (hereinafter called the “Contractor”).

### WITNESSETH

WHEREAS , the Contractor did on the 28 th Day of March , 2012 ,  
submit a Proposal to provide Correctional Supplies, and to perform such work as  
may be incidental thereto or as described in RFP#104-12.

NOW, THEREFORE, in consideration of the following mutual agreements and  
covenants, it is understood and agreed upon by and between the parties hereto as  
follows :

1. The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
  - (a) The Request For Proposal RFP#104-12
  - (b) The Contractor’s Proposal
  - (c) This Instrument
  - (d) Any supplements or changes to the foregoing agreed to by the parties hereto including addendums
  - (e) Insurance Forms
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the County. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.
3. This Contract is entered into subject to the following conditions :
  - (a) The Contractor shall procure and keep in full force and effect throughout the terms of this contract all of the insurance policies specified in, and required by, the Contract Documents.

- (b) The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.
- (c) The contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, NO. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons With Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.
- (d) In the case of a conflict between the Contract, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.
- (e) The terms and conditions contained within the Contract Documents are governed by the laws of Michigan. In the event of a dispute the laws of Michigan will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative

duly authorized agents, hereto affix our signatures and seals this \_\_\_\_\_ day of

\_\_\_\_\_, 2012.

COUNTY OF CALHOUN, MICHIGAN

ATTEST :

\_\_\_\_\_  
BY : \_\_\_\_\_

\_\_\_\_\_  
TITLE : \_\_\_\_\_

CONTRACTOR

ATTEST :

\_\_\_\_\_  
BY : \_\_\_\_\_

\_\_\_\_\_  
TITLE : \_\_\_\_\_

***ATTACHMENT D & E (E1, E2, E3)***

***\*\*INSTRUCTIONS\*\****

PRICING ATTACHMENT D & E ARE TO BE CONSIDERED AN INHERENT PART OF RFP#103-12 BID DOCUMENT, ALTHOUGH NOT PHYSICALLY OR ELECTRONICALLY ATTACHED. PRICING ATTACHMENTS ARE POSTED TOGETHER AS ONE PDF DOCUMENT ON THE WEBSITE AND ARE NOTED AS ***"ATTACHMENT D & E"*** (EXCEL FORMAT).

RESPONDENTS TO RFP-103-12 ARE RESPONSIBLE FOR DOWNLOADING THESE SEPARATE DOCUMENTS AND SHALL INCLUDE THEM IN THEIR BID SUBMISSION.



*(blank sheet)*

